

COMBINED DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY
(Includes Reference to Provisional and PCT International Applications)

Attorney's Docket No.

032005-068

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

DEPTH AND PUNCTURE CONTROL FOR SYSTEM FOR HEMOSTASIS OF BLOOD VESSEL

the specification of which (check only one item below):

- ☐ is attached hereto.
☒ was filed as United States application

Number 09/621,670

on July 24, 2000

and was amended

on _____ (if applicable).

- ☐ was filed as PCT international application

Number _____

on _____

and was amended

on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose to the Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, §119 (a)-(e) of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

PRIOR FOREIGN/PCT APPLICATION(S) AND ANY PRIORITY CLAIMS UNDER 35 U.S.C. §119:

| COUNTRY (if PCT, indicate "PCT") | APPLICATION NUMBER | DATE OF FILING (day, month, year) | PRIORITY CLAIMED UNDER 35 U.S.C. §119 |
|-------------------------------------|--------------------|--------------------------------------|--|
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

I hereby claim the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

60/156,007

(Application Number)

September 23, 1999

(Filing Date)

(Application Number)

(Filing Date)

COMBINED DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY (CONT'D)
(Includes Reference to Provisional and PCT International Applications)

Attorney's Docket No.

032005-068

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) or PCT international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in that/those prior application(s) in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose to the Office all information known to me to be material to the patentability as defined in Title 37, Code of Federal Regulations §1.56, which became available between the filing date of the prior application(s) and the national or PCT international filing date of this application:

PRIOR U.S. APPLICATIONS OR PCT INTERNATIONAL APPLICATIONS DESIGNATING THE U.S. FOR BENEFIT UNDER 35 U.S.C. §120:

| U.S. APPLICATIONS | | STATUS (check one) | | |
|---------------------------------------|------------------|--|---------|-----------|
| U.S. APPLICATION NUMBER | U.S. FILING DATE | PATENTED | PENDING | ABANDONED |
| | | | | |
| | | | | |
| | | | | |
| PCT APPLICATIONS DESIGNATING THE U.S. | | | | |
| PCT APPLICATION NO. | PCT FILING DATE | U.S. APPLICATION NUMBERS ASSIGNED (if any) | | |
| | | | | |
| | | | | |
| | | | | |

I hereby appoint the following attorneys and agent(s) to prosecute said application and to transact all business in the Patent and Trademark Office connected therewith and to file, prosecute and to transact all business in connection with international applications directed to said invention:

| | | | | | |
|---------------------------|--------|-------------------------|--------|------------------------|--------|
| William L. Mathis | 17,337 | Eric H. Weisblatt | 30,505 | Bruce T. Wieder | 33,815 |
| Robert S. Swecker | 19,885 | James W. Peterson | 26,057 | Todd R. Walters | 34,040 |
| Platon N. Mandros | 22,124 | Teresa Stanek Rea | 30,427 | Ronni S. Jillions | 31,979 |
| Benton S. Duffett, Jr. | 22,030 | Robert E. Krebs | 25,885 | Harold R. Brown III | 36,341 |
| Norman H. Stepno | 22,716 | William C. Rowland | 30,888 | Allen R. Baum | 36,086 |
| Ronald L. Grudziecki | 24,970 | T. Gene Dillahunt | 25,423 | Brian P. O'Shaughnessy | 32,747 |
| Frederick G. Michaud, Jr. | 26,003 | Patrick C. Keane | 32,858 | Kenneth B. Leffler | 36,075 |
| Alan E. Kopecki | 25,813 | B. Jefferson Boggs, Jr. | 32,344 | Fred W. Hathaway | 32,236 |
| Regis E. Slutter | 26,999 | William H. Benz | 25,952 | Wendi L. Weinstein | 34,456 |
| Samuel C. Miller, III | 27,360 | Peter K. Skiff | 31,917 | Mary Ann Dillahunt | 34,576 |
| Robert G. Mukai | 28,531 | Richard J. McGrath | 29,195 | | |
| George A. Hovanec, Jr. | 28,223 | Matthew L. Schneider | 32,814 | | |
| James A. LaBarre | 28,632 | Michael G. Savage | 32,596 | | |
| E. Joseph Gess | 28,510 | Gerald F. Swiss | 30,113 | | |
| R. Danny Huntington | 27,903 | Charles F. Wieland III | 33,096 | | |



21839

and: Adam J. Cermak, Reg. No. 40,391 and Cindy A. Lynch, Reg. No. 38,699

Address all correspondence to:



21839

Robert E. Krebs
BURNS, DOANE, SWECKER & MATHIS, L.L.P.
P.O. Box 1404
Alexandria, Virginia 22313-1404


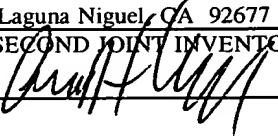
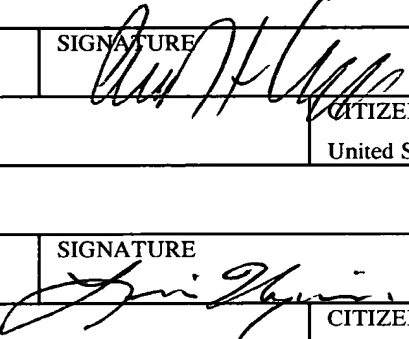

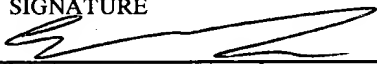
Address all telephone calls to: Adam J. Cermak at (703) 836-6620.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

COMBINED DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY (CONT'D)
(Includes Reference to Provisional and PCT International Applications)

Attorney's Docket No.

032005-068

| | | | |
|---|--|--|----------|
| FULL NAME OF SOLE OR FIRST INVENTOR | | SIGNATURE | DATE |
| Mark ASHBY | |  | 10-17-01 |
| RESIDENCE | | CITIZENSHIP | |
| Laguna Niguel, CA 92677 | | United States | |
| POST OFFICE ADDRESS | | | |
| 30012 Bello Place, Laguna Niguel, CA 92677 | | | |
| FULL NAME OF SECOND JOINT INVENTOR, IF ANY | | SIGNATURE | DATE |
| Andrew CRAGG | |  | 10/33/01 |
| RESIDENCE | | CITIZENSHIP | |
| Edina, MN 55424 | | United States | |
| POST OFFICE ADDRESS | | | |
| 4502 Edina Boulevard, Edina, MN 55424 | | | |
| FULL NAME OF THIRD JOINT INVENTOR, IF ANY | | SIGNATURE | DATE |
| Luis URQUIDI | |  | 10/17/01 |
| RESIDENCE | | CITIZENSHIP | |
| Laguna Hills, CA 92653 | | United States | |
| POST OFFICE ADDRESS | | | |
| 22146 Caminito Laureles, Laguna Hills, CA 92653 | | | |
| FULL NAME OF FOURTH JOINT INVENTOR, IF ANY | | SIGNATURE | DATE |
| Eduardo CHI-SING | |  | 10-17-01 |
| RESIDENCE | | CITIZENSHIP | |
| Dana Point, CA 92629 | | Mexico | |
| POST OFFICE ADDRESS | | | |
| 5 Terraza Del Mar, Dana Point, CA 92629 | | | |
| FULL NAME OF FIFTH JOINT INVENTOR, IF ANY | | SIGNATURE | DATE |
| Eric Lee | |  | 10/26/01 |
| RESIDENCE | | CITIZENSHIP | |
| Irvine, CA 92612 | | United States | |
| POST OFFICE ADDRESS | | | |
| 18 Wintersweet Way, Irvine, CA 92612 | | | |



Attorney's Docket No. 032005-068

STATEMENT UNDER 37 C.F.R. § 3.73(b)

#6

Applicant/Patent Owner: Mark Ashby et al.

Application No./Patent No.: 09/621,670

Filed/Issue Date: July 24, 2000

Entitled: DEPTH AND PUNCTURE CONTROL FOR SYSTEM FOR HEMOSTASIS OF BLOOD VESSEL

Sub-Q, Inc.

(Name of Assignee)

a corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Date: 10-17-01

Mark Ashby
Signature

Mark Ashby

Typed or printed name

V.P.

Director of Research and Development

Title

ASSIGNMENT

(SOLE)

THIS ASSIGNMENT, by MARK ASHBY, residing at 30012 Bello Place, Laguna Niguel, CA 92677, (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor, Andrew CRAGG, residing at 4502 EDINA BOULEVARD, EDINA, MN 55424, Luis URQUIDI, residing at 22146 Caminito Laureles, Laguna Hills, CA 92653, Eduardo CHI-SING, residing at 5 Terraza Del Mar, Dana Point, CA 92629, and Eric Lee, residing at 18 Wintersweet Way, Irvine, CA 92612, have invented certain new and useful improvements in DEPTH AND PUNCTURE CONTROL FOR SYSTEM FOR HEMOSTASIS OF BLOOD VESSEL set forth in an application, which is a

☐ provisional application

☒ non-provisional application

1. (a) ☐ filed herewith;
(b) ☐ to be filed;
2. ☐ having an oath or declaration executed on even date herewith prior to filing of application;
3. ☒ bearing Application No. 09/621,670, and filed on JULY 24, 2000; and

WHEREAS, SUB-O, INC., a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business at 1062-D CALLE NEGOCIO, SAN CLEMENTE, CA 92673 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

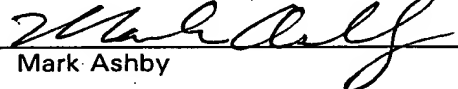
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date 10-17-01 Signature of Assignor 
Mark Ashby

ASSIGNMENT

(SOLE)

THIS ASSIGNMENT, by ANDREW CRAGG, residing at 4502 EDINA BOULEVARD, EDINA, MN 55424 (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor, Mark Ashby, residing at 30012 Bello Place, Laguna Niguel, CA 92677, Luis URQUIDI, residing at 22146 Caminito Laureles, Laguna Hills, CA 92653, Eduardo CHI-SING residing at 5 Terraza Del Mar, Dana Point, CA 92629, and Eric Lee, residing at 18 Wintersweet Way, Irvine, CA 92612, have invented certain new and useful improvements in DEPTH AND PUNCTURE CONTROL FOR SYSTEM FOR HEMOSTASIS OF BLOOD VESSEL set forth in an application, which is a

☐ provisional application

☒ non-provisional application

1. (a) ☐ filed herewith;
(b) ☐ to be filed;
2. ☐ having an oath or declaration executed on even date herewith prior to filing of application;
3. ☒ bearing Application No. 09/621,670, and filed on JULY 24, 2000; and

WHEREAS, SUB-Q, INC., a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business at 1062-D CALLE NEGOCIO, SAN CLEMENTE, CA 92673 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

621,670
Application No. 09/897,456
Attorney's Docket No. 024944-126
032005-068

whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date 10/23/01 Signature of Assignor

Andrew Cragg



ASSIGNMENT

(SOLE)

THIS ASSIGNMENT, by Luis URQUIDI, residing at 22146 Caminito Laureles, Laguna Hills, CA 92653, (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor, Mark Ashby, residing at 30012 Bello Place, Laguna Niguel, CA 92677, Andrew CRAGG, residing at 4502 EDINA BOULEVARD, EDINA, MN 55424, Eduardo CHISING, residing at 5 Terraza Del Mar, Dana Point, CA 92629, and Eric Lee, residing at 18 Wintersweet Way, Irvine, CA 92612, have invented certain new and useful improvements in DEPTH AND PUNCTURE CONTROL FOR SYSTEM FOR HEMOSTASIS OF BLOOD VESSEL set forth in an application, which is a

☐ provisional application

☒ non-provisional application

1. (a) ☐ filed herewith;
(b) ☐ to be filed;
2. ☐ having an oath or declaration executed on even date herewith prior to filing of application;
3. ☒ bearing Application No. 09/621,670, and filed on JULY 24, 2000; and

WHEREAS, SUB-Q, INC., a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business at 1062-D CALLE NEGOCIO, SAN CLEMENTE, CA 92673 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date 10/17/01 Signature of Assignor _____


Luis URQUIDI

ASSIGNMENT

(SOLE)

THIS ASSIGNMENT, by Eduardo CHI-SING, residing at 5 Terraza Del Mar, Dana Point, CA 92629, (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor, Mark Ashby, residing at 30012 Bello Place, Laguna Niguel, CA 92677, Luis URQUIDI, residing at 22146 Caminito Laureles, Laguna Hills, CA 92653, ANDREW CRAGG, residing at 4502 EDINA BOULEVARD, EDINA, MN 55424, and Eric Lee, residing at 18 Wintersweet Way, Irvine, CA 92612, have invented certain new and useful improvements in DEPTH AND PUNCTURE CONTROL FOR SYSTEM FOR HEMOSTASIS OF BLOOD VESSEL set forth in an application, which is a

☐ provisional application

☒ non-provisional application

1. (a) ☐ filed herewith;
(b) ☐ to be filed;
2. ☐ having an oath or declaration executed on even date herewith prior to filing of application;
3. ☒ bearing Application No. 09/621,670, and filed on JULY 24, 2000; and

WHEREAS, SUB-Q, INC., a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business at 1062-D CALLE NEGOCIO, SAN CLEMENTE, CA 92673 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date 10-17-01 Signature of Assignor Eduardo CHI-SING
Eduardo CHI-SING

ASSIGNMENT

(SOLE)

THIS ASSIGNMENT, by Eric Lee, residing at 18 Wintersweet Way, Irvine, CA 92612, (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor, Mark Ashby, residing at 30012 Bello Place, Laguna Niguel, CA 92677, Luis URQUIDI, residing at 22146 Caminito Laureles, Laguna Hills, CA 92653, ANDREW CRAGG, residing at 4502 EDINA BOULEVARD, EDINA, MN 55424, and Eduardo CHI-SING, residing at 5 Terraza Del Mar, Dana Point, CA 92629, have invented certain new and useful improvements in DEPTH AND PUNCTURE CONTROL FOR SYSTEM FOR HEMOSTASIS OF BLOOD VESSEL set forth in an application, which is a

☐ provisional application

☒ non-provisional application

1. (a) ☐ filed herewith;
(b) ☐ to be filed;
2. ☐ having an oath or declaration executed on even date herewith prior to filing of application;
3. ☒ bearing Application No. 09/621,670, and filed on JULY 24, 2000; and

WHEREAS, SUB-Q, INC., a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business at 1062-D CALLE NEGOCIO, SAN CLEMENTE, CA 92673 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date 10/26/01 Signature of Assignor 
Eric LEE